



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

with notice of the judgment which such investigation would have disclosed, those suits constituting no part of his chain of title.

[Ed. Note.—For other cases, see Mortgages, Cent. Dig. §§ 347-349; Dec. Dig. § 154 (2).* 10 Va.-W. Va. Enc. Dig. 44.]

4. Mortgages (§ 154 (2)*)—Deed of Trust—Judgment—Priorities—Docketing Judgment.—Necessity, under Code 1904, § 3570, of docketing a judgment in the county where land is situated that it may be a lien as against one taking a deed of trust thereon without notice, is not obviated by proving the judgment in a suit in another county for partition of that and other land.

[Ed. Note.—For other cases, see Mortgages, Cent. Dig. §§ 347-349; Dec. Dig. § 154 (2).* 10 Va.-W. Va. Enc. Dig. 45.]

Appeal from Chancery Court of Richmond.

Suit between Murphy's Hotel Company, Incorporated, and Mary Lee Benet and others. From a decree holding said Benet's deed of trust to Thomas Toby had priority over certain judgments, the judgment creditors appeal. Affirmed.

A. B. Dickinson and *R. H. Talley*, both of Richmond, for appellants.

W. P. De Saussure, of Richmond, and *J. Winston Read*, of Newport News, for appellee.

BOYCE *v.* WESTERN UNION TELEGRAPH CO.

June 8, 1916.

[89 S. E. 106.]

1. Telegraphs and Telephones (§ 54 (5)*)—Mistake in Transmission—Unrepeated Message—Interstate Commerce—Recovery.—Act Cong. June 18, 1910, c. 309, 36 Stat. 544 (U. S. Comp. St. 1913, § 8563), makes telegraph companies common carriers subject to the provisions of the Interstate Commerce Act, and provides that messages may be classified into repeated and unrepeated messages, etc., and that different rates may be charged for the different classes of messages. Plaintiff sent an unrepeated night letter written upon a blank, stipulating that, unless the message was repeated at a charge in addition of one-half the unrepeated message rate, the company would not be liable for mistakes in transmission beyond the amount received for sending the message, and the message "ship me fifteen mules all mares and extra good," as delivered, read "ship me fifteen mules all mares no extra good." Held, that the stipulation was reasonable and enforceable, that such classification and charge was authorized by the act, and that the sender could recover only the amount paid the company.

[Ed. Note.—For other cases, see Telegraphs and Telephones, Cent. Dig. §§ 43, 46; Dec. Dig. § 54 (5).* 13 Va.-W. Va. Enc. Dig. 186.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

2. Telegraphs and Telephones (§ 54 (7)*)—Limitation of Recovery—Failure to Read—Estoppel.—The fact that the sender, who kept telegram blanks in his office, and knew that there was something printed on the blanks, had never read it, and did not know what it was, notwithstanding the words on the face of the blank, "Send the following telegram subject to the terms on back hereof, which are hereby agreed to," could not be relied upon to defeat the company's protection by its limitation of liability for mistakes in transmission.

[Ed. Note.—For other cases, see *Telegraphs and Telephones*, Cent. Dig. §§ 45, 46; Dec. Dig. § 54 (7).* 13 Va.-W. Va. Enc. Dig. 181.]

3. Telegraphs and Telephones (§ 54 (7)*)—Mistakes in Transmission—Stipulation as to Liability.—The contention that the stipulation contained in the night letter blank did not form any part of the contract of transmission because the company's clerk attached the blank on which the message was originally written to the night letter blank in the presence of the sender's agent, who requested that it be sent as a night letter, was without merit, where the stipulation in the night letter blank was the same as that in the blank used by the sender.

[Ed. Note.—For other cases, see *Telegraphs and Telephones*, Cent. Dig. §§ 45, 46; Dec. Dig. § 54 (7).* 13 Va.-W. Va. Enc. Dig. 181.]

Error to Law and Chancery Court of City of Norfolk.

Action by W. P. Boyce against the Western Union Telegraph Company. Judgment for plaintiff, and he brings error. Affirmed.

Hughes, Little & Seawell, of Norfolk, for defendant in error.
Jas. G. Martin, of Norfolk, for plaintiff in error.

BROAD STREET BANK et al. v. BAKER MOTOR VEHICLE CO.

June 8, 1916.

[89 S. E. 110.]

Principal and Agent (§ 103 (10)*)—Power to Sell Principal's Property in Discharge of Agent's Debt.—Plaintiff authorized its agent in a city to sell an automobile belonging to it, on which the agent's sale commission was \$680, to a newspaper company for \$1,500 in cash and \$1,200 in advertising. The machine was delivered and the newspaper company gave its \$1,500 check to the agent and entered on its books an advertising credit for the agent of \$1,200. An indebtedness of the agent for \$460, then standing on the books of the newspaper company, operated to reduce the \$1,200 credit by that amount. Held, that title passed and no recovery could be had in detinue; the

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.